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Atl. 157; *Vanderbilt v. Richmond Turnpike Co.*, 92 N. Y. 479, 51 Am. Dec. 315; *Sagers v. Nuckolls* (Col. App.), 32 Pac. 187; *Dolan v. Hubinger* (Iowa) 80 N. W. 514; *Ry. Co. v. Divinney* (Kan.), 69 Pac. 352; *Isaacs v. Third Avenue Ry. Co.*, 47 N. Y. 122, 7 Am. Rep. 418.

SPECIFIC PERFORMANCE—CONTRACT OF SALE—DELAY IN PAYING PURCHASE MONEY—NOTICE.—In a suit to enforce specific performance of a contract to convey land, the court will not countenance an unreasonable delay in paying the purchase money, nor aid the vendee to obtain an unfair advantage by acting only after the property has increased in value.

The fact that the vendee in a contract to convey land has expended money on the property, and that a portion of the purchase money paid has not been tendered back, are reasons for decreeing specific performance, though there has been delay in the payment of the balance of the purchase money.

A person purchasing land with notice of an enforceable contract by his vendor to sell to another may be compelled to specifically perform. *Cranwell v. Clinton Realty Co.* (N. J. Ch.), 58 Atl. 1030.

JUSTICES' JURISDICTION DENIED IN CASE OF PERSONAL INJURY—SEC. 2939 VA. CODE ANNO.—It is provided by statute that justices of the peace shall have jurisdiction of "any claim to specific personal property, or to any debt, fine or other money, or to damages for breach of contract, or for any injury done to property, real or personal, which would be recoverable by action at law or suit in equity," provided the claim does not exceed one hundred dollars, exclusive of interest. The Hustings Court of the City of Richmond in the case of *Kay v. Pelouze*, decided (December, 1904) that this language was not broad enough to give to justices jurisdiction in cases of personal injury. While the opinion seems to be in accord with the language of the statute, it will be a surprise to many to know that justices have not jurisdiction in all civil cases where the amount involved does not exceed one hundred dollars. It seems strange that the General Assembly should have conferred on justices jurisdiction to award one hundred dollars damages for an injury to a horse, and yet deny them the jurisdiction to award one cent damages for injury to person.

BUILDING AND LOAN ASSOCIATIONS—INSOLVENCY—ACCOUNTING WITH BORROWING STOCKHOLDERS.—Where the loan contracts of a building and loan association are not usurious, a borrowing stockholder, on a settlement with the association after its insolvency, is not entitled to credit on his loan for premiums paid during its solvency. *Gwinn v. Iron Belt Bldg. & Loan Ass'n* (C. C. W. D. Virginia), 132 Fed. 710.

UNFAIR COMPETITION—DUPLICATION OF TALKING MACHINE RECORDS.—The duplication of disk records of vocal and instrumental music for use in talking machines by taking an impression thereof with a matrix, and placing the copies so made in the market, colored in imitation of the originals, and bearing the same numbers by which they are marked by the original manufacturer and designated in its catalogue, constitutes unfair competition. *Victor Talking Machine Co. v. Armstrong* (C. C. S. D. New York), 132 Fed. 711.